

SITE NAME:
SITE NUMBER:
ATTY/DATE

LAND LEASE AGREEMENT

This Agreement, made this 27th day of Sept., 2007 between the Town of Kent, with its principal offices located at 41 Kent Green Boulevard, Kent, Connecticut having Tax ID [REDACTED] hereinafter designated LESSOR and Celco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 38 Maple Street, Kent, Connecticut, and being described as a 50' by 80' parcel containing 4,000 square feet (the "Land Space"), together with an adjacent non-exclusive 50' by 20' area for utilities and access and together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Connecticut Route 341 (Maple Street), to the Land Space, and together with a utility right of way as depicted on the attached Drawing No. L-1 and/or to be established and located by the mutual agreement of the parties, which agreement the Lessor shall not unreasonably withhold, condition or delay, for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along said right of way from the Land Space to Connecticut Route 341 (Maple Street), said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in certain plans entitled "Site Plan", Drawing No. L-1 and "Compound Plan", Drawing No. L-2, both of which are dated 08/16/06, revised 12/13/06, revised 03/26/07, 07/03/07 prepared for Celco Partnership d/b/a Verizon Wireless Wireless Communications Facility by URS Corporation of 500 Enterprise Drive, Rocky Hill, Connecticut and attached hereto and made a part hereof collectively as Exhibit "A". The Property is also shown on the Tax Map of the Town of Kent as Map 4, Block 12, Lot 04 and is further described in Deed Book 61 at Page 346 as recorded in the Office of the Kent Town Clerk .

In the event any public utility is unable to use the aforementioned utility right-of-way, the LESSOR hereby agrees to grant an additional utility right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE. Such additional right-of-way shall be subject to the approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey, upon acceptance by Lessor, which acceptance shall not be unreasonably withheld, conditioned or delayed, shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Drawings No. L-1 and L-2 attached hereto as Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [REDACTED] Dollars [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to The Town of Kent as set forth in Section 22 of this Agreement or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Agreement shall commence on the first day of the month following the date LESSEE acquires a building permit from the Town of Kent for the construction of the cell tower facilities on the Premises as contemplated herein (the "Commencement Date"). LESSOR and LESSEE agree that they shall execute a written acknowledgement confirming the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASE. Beginning with year two of the initial term, and on the anniversary of each year thereafter during the initial term and all extensions thereof, the annual rental shall increase by [REDACTED] over the previous year's rental. The increased annual rental shall be paid by LESSEE to LESSOR in the manner set forth in Paragraph 3 without any additional notice of rental increase from LESSOR to LESSEE.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement (i.e. at the end of twenty-five (25) years from the Commencement Date), this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas

and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

The Parties agree that the height of the proposed tower shall not exceed One Hundred and Fifty Feet (150') as depicted on the drawing entitled "Tower Elevation", Drawing No. L-3, attached hereto as Exhibit C, unless expressly agreed to by LESSOR in writing.

The LESSOR, free of any rental obligation to LESSEE, shall have the right to locate its antenna(s) on the tower identified on the attached Exhibit C, in an area acceptable to LESSEE, which acceptance shall not be unreasonably withheld, conditioned or delayed, subject to the following: (1) LESSOR must notify LESSEE, in writing, of LESSOR's intent to locate its antennas on the tower and such notice must identify the size, type and quantity of the antennas (the "Proposed Antennas") and the height at which the antennas will be attached to the tower (the "Proposed Location"); (2) the tower, without modification, must be capable of supporting LESSOR's Proposed Antenna(s) and the typical antenna requirements of future carriers to be located in the areas identified as "Future Antennas and Platforms" on the attached Exhibit C (Drawing L-3); (3) the Proposed Location is not currently occupied by LESSEE or proposed to be occupied by LESSEE; (4) at the time of the LESSOR's written request, the Proposed Location is not occupied, or committed to be occupied, by another carrier under a lease, sublease or license agreement with LESSEE; (5) the Proposed Location does not interfere with the locations reserved for future carriers in the areas identified as "Future Antennas and Platforms" on the Attached Exhibit L-3 and (6) the Proposed Antennas are used for emergency or highway department services and/or public safety purposes. LESSOR shall be responsible for all costs and expenses associated with the installation, operation and maintenance of its antennas, provided, however that during the

construction of said tower at the commencement of the initial term, LESSEE shall relocate and install the LESSOR's emergency services and public safety antennas, identified on the attached Exhibit D, on said tower without cost to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby agree that at its own cost and expense, each will maintain standard commercial property insurance with fire and extended risk coverage. Each Party agrees to provide the other with evidence of such insurance within thirty (30) days of request or demand of same.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Each Party agrees to provide the other with evidence of such insurance within thirty (30) days of request or demand of same.

10. LIMITATION OF LIABILITY. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that [REDACTED] months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees

that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to [REDACTED] of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

21. ASSIGNMENT/SUBLEASE. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. No change of stock ownership or control of LESSEE shall constitute an assignment hereunder.

Upon notice to LESSOR, LESSEE may sublet the Premises within its sole discretion, upon terms and conditions within its sole discretion. Said notice shall indicate the rental amount payable by Sublessee to LESSEE and the date of commencement of the rental amounts. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by sublease, license or other agreement. In the event LESSEE Subleases any portion of the Property, in accordance with this Agreement, any rental or other consideration paid or given by any Sublessee(s) for such Sublessee's operation of its antennas and equipment at the Communications Facility, which rental and/or consideration the Parties agree shall not include any monetary contributions made by a Sublessee to LESSEE to offset and/or contribute to the

LESSEE's cost of the installation and/or construction of the Communications Facility, and which rental or other consideration is received by LESSEE shall be divided between the LESSOR and LESSEE in the following manner: [REDACTED] to LESSOR and [REDACTED] to LESSEE; and shall be payable to LESSOR the latter of the first day of the month following receipt by LESSEE or thirty (30) days following receipt by LESSEE.

LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the Property to any or all potential Sublessees. Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Property or part thereof. The LESSEE has the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.

LESSEE shall provide a redacted copy of the financial terms of any co-location sublease entered into pursuant to this Section.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Kent
Attn: First Selectman
P.O. Box 678
41 Kent Green Boulevard
Kent, CT 06757

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE

being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE

shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of (i) eight percent (8%) per annum.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines,

standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that is in any way related to the activities conducted by LESSEE in or on the Property, unless such conditions or concerns are caused by the activities of the LESSOR.

d. LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSEE's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the activities conducted thereon by LESSEE, unless such environmental conditions are caused by the LESSOR.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE

may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to materially disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect

or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Darlene Brady
WITNESS *Darlene Brady*

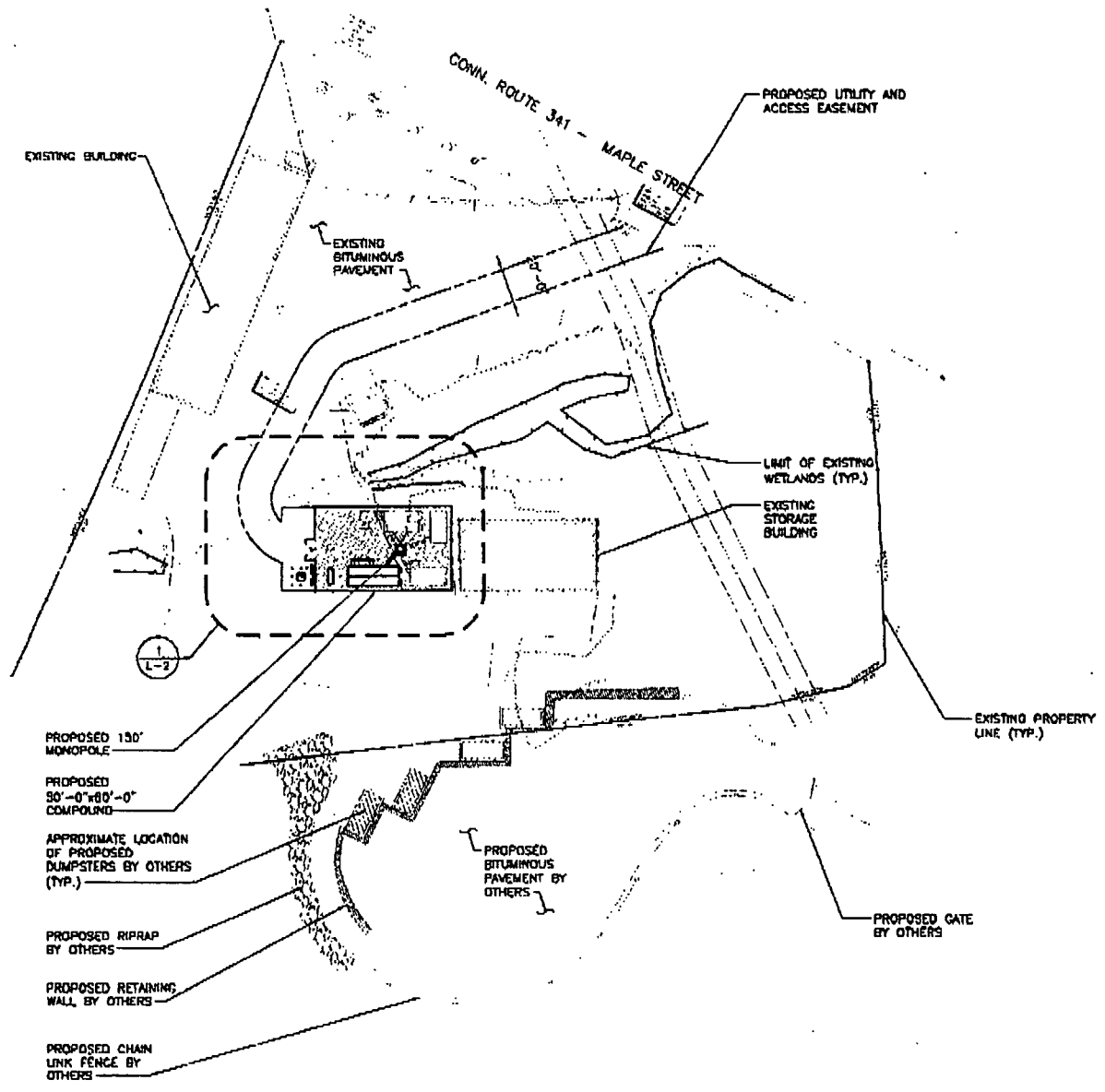
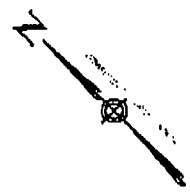
LESSOR: The Town of Kent
By: *Ruth Epstein*
Ruth Epstein
Its: *First Selectman*

Stame Thmla
WITNESS

LESSEE: Cellco Partnership d/b/a
Verizon Wireless
By: *[Signature]*
David R. Heverling
Area Vice President
Network
Northeast Area
Date: *8/07*

Exhibit "A"

(See Attached Drawings L-1 and L-2)



1 SITE PLAN
L-1 SCALE: 1" = 100'-0"



DWG NO:
36831022
Designed by:
Drawn by: JES
Checked by:
Approved by:

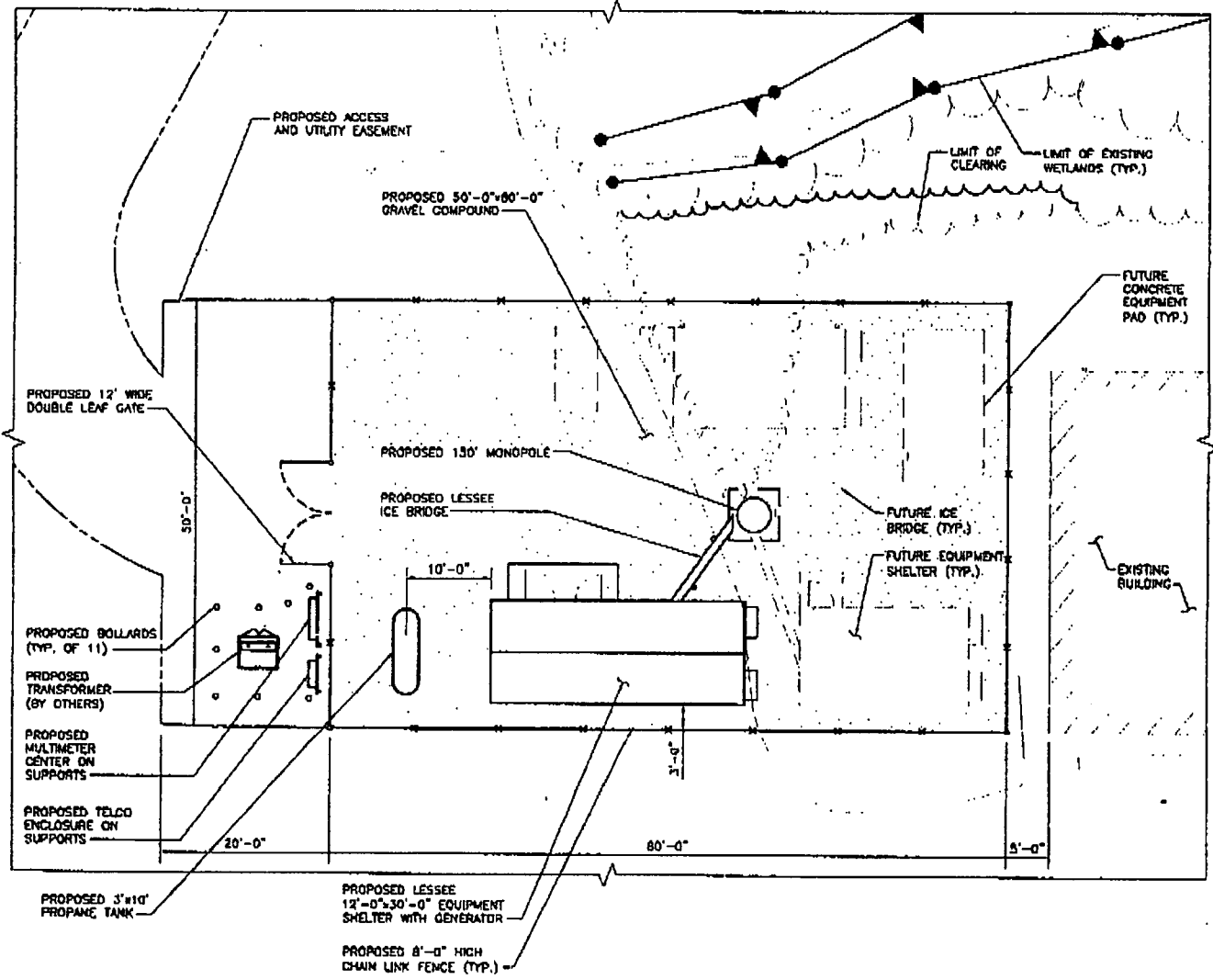
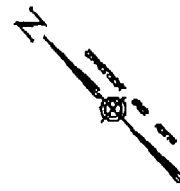
URS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-860-520-8882

CELLCO PARTNERSHIP DBA
VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS:
KENT
38 MAPLE STREET
KENT, CONNECTICUT 08757

REV.	DATE	DESCRIPTION
△	07/13/07	REVISED
△	07/03/07	REVISED

Scale: AS NOTED Date: 08-18-06
Job No. VZ1-197 File No. L-1

Dwg. No.
L-1
Dwg. 1 of 3



1 COMPOUND PLAN
 L-2 SCALE: 1" = 20'-0"



DW NO:
36931022
 Designed by:
 Drawn by: JES
 Checked by:
 Approved by:

URS CORPORATION
 500 ENTERPRISE DRIVE
 ROCKY HILL, CONNECTICUT
 1-800-328-6862

CELLCO PARTNERSHIP DBA
 VERIZON WIRELESS
 WIRELESS COMMUNICATIONS FACILITY
 KENT
 38 MAPLE STREET
 KENT, CONNECTICUT 06757

△	07/13/07	REVISION
△	07/03/07	REVISION
REV.	DATE:	DESCRIPTION
Scale: AS NOTED		Date: 08-18-08
Job No. V21-197	File No. L-1	Page 2 of 3

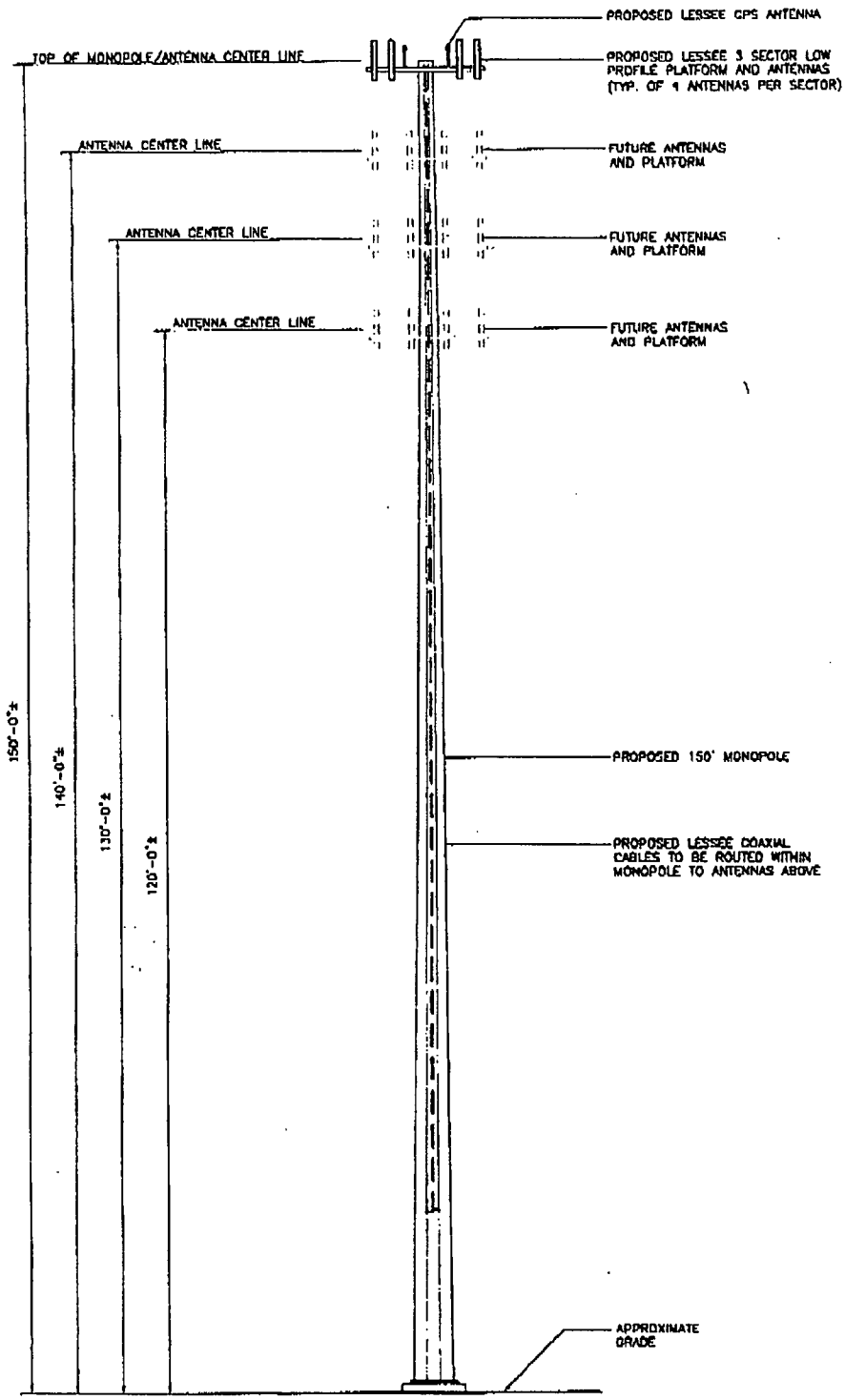
Dep. No.
L-2

Exhibit B

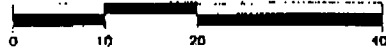
(See Attached Replacement Survey)

Exhibit C

(See Attached Tower Elevation Drawing – L-3)



1 TOWER ELEVATION
L-3 SCALE: 1" = 20'-0"



DW NO:
36931022
Designed by:
Drawn by:
JES
Checked by:
Approved by:

BRS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CONNECTICUT
1-(860)-529-8882

CELLCO PARTNERSHIP DBA
VERIZON WIRELESS
WIRELESS COMMUNICATIONS FACILITY
SITE ADDRESS:
KENT
38 MAPLE STREET
KENT, CONNECTICUT 08757

REV.	DATE	DESCRIPTION
△	07/13/07	REVISED
△	07/03/07	REVISED
Scale: AS NOTED		Date: 08-18-06
Job No. VZ1-197		File No. L-2

Doc. No.
L-3
Page 3 of 3

Exhibit D

(Lessor Equipment)

1. Two (2) cellwave model PD-220 to be mounted at the top of the tower with two (2) 7/8" LDF5-SOA cables to antennas; and
2. One (1) decibel model DB-222 mounted at least 15' below the two (2) cellwave model PD-220 antennas with one (1) 7/8" LDF5-SOA cable to antenna.